合同编号:CRDH07-TL-XS-LW-dl-2024-0003

Kodar Energomontaža d.o.o.
Br: 2/171
Datum: 29.02.2024 god.
Beograd

No.

合同编号:

Subcontract of 110 kV Electric Power Facility Relocation for Electricity and Electrification under THE MODERNIZATION AND RECONSTRUCTION OF THE HUNGARIAN–SERBIAN RAILWAY CONNECTION IN THE TERRITORY OF THE REPUBLIC OF SERBIA

II

塞尔维亚共和国境内匈牙利-塞尔维亚铁路线现代化和重建电力和电气化项目 110kV 电力迁改分包合同 二

China Railway Construction Electrification Bureau Group Co., Ltd

SERBIA OGRANAK BEOGRAD

中国铁建电气化局集团有限公司塞尔维亚分公司

AND

KODAR ENERGOMONTAZA DOO BEOGRAD (ZEMUN)

on behalf of the Consortium consisting of:

Kodar Energomontaza d.o.o. Beograd,

LSC Consulting Interactive Project Solutions d.o.o. Beograd and Expro d.o.o. Beograd

THIS SUBCONTRACT is made between:

本分包合同由以下双方签订：

Party A:

甲方：

China Railway Construction Electrification Bureau Group Co., Ltd SERBIA OGRANAK BEOGRAD duly incorporated pursuant to the law of the Republic of Serbia for the company, having its registered office and principal place of business at Vladimira Nikolica street 18, Zemun, apartment number 3, at ground floor, with registration no: 29510016 and tax identification no: 111359400, legally represented by Mr. Xu Guanghong (hereinafter also referred to as: "**Party A**").

中国铁建电气化局集团有限公司塞尔维亚分公司根据塞尔维亚共和国法律正式成立，注册营业地点为 Vladimira Nikolica 街 18 号，泽蒙，一楼 3 号公寓，注册号：29510016，税号：111359400，法人代表为徐光红（以下称：甲方）。

And

以及

Party B:

乙方：

Kodar Energomontaza doo Beograd (Zemun), duly incorporated pursuant to the law of the Republic of Serbia for the company, having its registered office and principal place of business at Ikarbus 3 Nova 19, Zemun, Belgrade, Serbia, with registration no: 07068115 and tax identification no: 100001433, legally represented by Janko Berberovic, (hereinafter also referred to as: "**Party B**"), Party B's account: RAIFFEISEN BANKA 265-330031003746-053

Kodar Energomontaza doo Beograd (Zemun)，根据塞尔维亚共和国法律正式成立，注册营业地点为 Ikarbus 3 Nova 19, Zemun, Belgrade, Serbia，注册号：07068115，税号：100001433，法人代表为 Janko Berberovic（以下称：乙方），乙方账户：265-330031003746-053，开户行：RAIFFEISEN BANKA

Whereas:

鉴于：

1. On July 7th, 2018 the Government of the Republic of Serbia, Infrastructure of Serbian Railways JSC and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd entered into a Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, For Section Novi Sad-Subotica-State Border (Kelebija) relating the project of modernization, reconstruction and construction of railway line on the sections of Belgrade-Budapest railway line, in particular, Section Novi Sad-Subotica-State Border (Kelebija) in Serbia.

1. 2018 年 7 月 7 日，塞尔维亚共和国政府、塞尔维亚铁路基础设施股份公司与中国中铁国际有限公司和中国交通建设股份有限公司的联营体就塞尔维亚共和国境内的匈牙利-塞尔维亚铁路线诺维萨德-苏博蒂察-国家边境（Kelebija）段的现代化和重建签订了商业合同，涉及贝尔格莱德-布达佩斯铁路线的现代化、重建和建设项目，特别是塞尔维亚境内诺维萨德-苏博蒂察-国界（Kelebija）段。

2. **Party A**, with a desire to engage Party B to carry out the works related to 110 kV electric power facility relocation on a subcontract basis (hereinafter referred to as the "**Subcontract Works**"), while Party B is willing to undertake all the execution of the Subcontract Works.

2. 甲方希望聘请乙方以分包方式进行 110kV 电力迁改工程（以下简称 "分包工程"）的相关工作，乙方愿意承担分包工程的所有内容。

3. **Party A** and **Party B** have entered into a **Subcontract** in Novi Sad on 29.02.2024. after friendly consultation. The terms and conditions are set forth as follows for both parties to comply with.

3. 经友好协商，甲方和乙方在诺维萨德于 29.02.2024. 签订分包合同。现将有关条款规定如下，请双方共同遵守。

Article 1 Definition

条款一 定义

1.1 **Subcontract** means this Contract, namely the Subcontract signed by Party A and Party B for the execution of the Subcontract Works consisting of a Contract and its Appendixes.

1.1 分包合同是指本合同，即甲方和乙方为实施分包工程而签订的由合同及其附录组成的分包合同。

1.2 **Subcontracted works** means all supplies, services, and works that are included in the provided Studies, Terms of Reference, and Bill of Quantity (Appendix 1).

1.2 分包工程是指包含在所提供的文件、职责范围和工程量清单（附件 1）中的所有物资供应、服务和施工内容。

1.3 Subcontract price means the price agreed on by Party A and Party B and defined in the Subcontract which shall be paid by Party A to Party B for completion of all the works and remedying of all defects defined in the Subcontract. The final settlement amount shall be subject to the actual completed workload and agreed by the Parties.

1.3 分包合同价是指经甲方和乙方商定并在分包合同中确定的，由甲方支付给乙方的完成分包合同中确定的全部工程的价格。最终结算金额以实际完成并且双方确认完毕的工作量为准。

1.4 **Day** means **calendar day**.

1.4 日是指日历日。

1.5 **Employer** means the Joint Venture CRIC-CCCC.

1.5 雇主指 CRIC-CCCC 联营体。

1.6 **Warranty period**

The warranty period is calculated from the date of the Taking Over Certificate for Subcontract works received by the Party B from Party A upon the termination of the works until the end of a consecutive two-year term.

1.6 保修期

保修期从乙方在工程终止时从甲方收到的分包工程接收证书之日起计算，直到连续两年的期限结束。

1.7 Priority of contract documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, unless otherwise agreed in the Contract, the priority of the documents shall be in accordance with the following sequence:

(1) Subcontract

(2) Party B's offer No. BDV0249/4 with priced bill of quantities accepted by Party A prior to signing of this Subcontract

(3) All the written consent, confirmation, memorandum, minutes, and other documents related to the Subcontractor's scope of work agreed by Party A and the Employer delivered by Party A to Party B prior to signing of this Subcontract, as well as other documents related to the subcontracted works signed by both parties during the subcontract period.

1.7 合同文件的优先权

构成合同的文件应被视为是相互解释的。以解释为目的，除非合同中另有约定，文件的优先权应按照以下顺序进行：

(1) 分包合同

(2) 在签署本分包合同之前，甲方拟接受编号为 BDV0249/4 的乙方带工程量清单报价

(3) 本分包合同签订前，甲方与雇主约定的并转交给乙方的与分包商工作范围有关的所有书面同意书、确认书、备忘录、会议纪要等文件，以及分包工期内甲乙双方签署的与分包工程有关的其他文件

The above documents are an integral part of the Contract and have the same binding force on both parties. In case of any difference in understanding or interpretation of the Subcontract and other Agreements between the two parties, the latest signed documents shall prevail.

上述文件是合同的组成部分，对双方具有相同的约束力。如果双方对本分包合同和其他协议的理解或解释有任何分歧，应以最新签署的文件为准。

In case of any ambiguity or inconsistency in the contract documents, both Parties shall negotiate for a solution, and the progress of the subcontracted works shall continue once Parties reach mutual agreement. For avoidance of doubt, such periods of time should suspend the contract works and should not be included in the deadline for completion.

如果合同文件中有任何含糊不清或不一致的地方，双方应协商解决，一旦双方达成共识，分包工程的进展应继续进行。为避免分歧，解决期间合同工程暂停，且不应包含在合同工期内。

Article 2 General Provisions

条款二 总则

2.1 Party A, intends to subcontract all the works related to 110 kV electric power facility relocation, which is defined in clause 1.2 to Party B. Party A is hereby to guarantee that Party A shall fully fulfil its obligations defined in the Subcontract to ensure due rights and interests of Party B.

2.1 甲方拟将所有与 110kV 电力迁改有关的工程，即第 1.2 条中定义的工程，分包给乙方。甲方在此保证充分履行分包合同中规定的义务，确保乙方的应有权益。

2.2 Party B is willing to abide by and perform all responsibilities and obligations related to the Subcontract Works unless request otherwise stipulated in the Subcontract. Party B agrees to execute the Subcontract Works according to relevant terms and conditions in the Subcontract and is willing to undertake the responsibilities and obligations defined in the Subcontract.

2.2 除分包合同另有约定外，乙方愿意遵守和履行分包工程有关的一切责任和义务。乙方同意按照分包合同的相关条款和条件执行分包工程，并愿意承担分包合同规定的责任和义务。

2.3 Based on the above-mentioned conditions Party A agrees to entrust Party B with the execution of the Subcontract Works and to pay the Subcontract Price according to the actual completion of the works in terms of the Subcontract.

2.3 基于上述条件，甲方同意委托乙方实施分包工程，并按分包合同项下工程的实际完成情况支付分包价款。

Article 3 Composition of the Subcontract

条款三 分包合同的组成

The Subcontract consists of the following documents:

(1) The Party B's Offer number BDV0249/4 dated on 17th January, 2024 with the Priced Bill of Quantities (Appendix 1)

(2) List of personnel from Party B (Appendix 2)

(3) List of the mechanization and tools on the construction site and list of devices and materials on the construction site (Appendix 3)

(4) Delivery Schedule (Appendix 4)

分包合同包括以下文件：

（1）乙方 2024 年 1 月 17 日的 BDV0249/4 号报价以及已定价的工程量清单（附件 1）

（2）乙方人员名单（附件 2 ）

（3）施工现场机械设备清单和施工现场设备材料清单（附件 3）

（4）交付计划（附件 4）

Article 4 Responsibilities of Party A

条款四 甲方责任

4.1 Party A shall provide Party B with the work site and the access road for smooth passage to the site during the construction period. Party A is responsible for coordination with other engaged subcontractors on site. If execution of works in terms of Article 1.2 is prevented or interrupted by other subcontractors (to the extent that such prevention or interruption cannot be attributed to Party B' s acts or omissions), Party A takes full responsibility for exceeding the agreed deadlines and bearing additional costs incurred for Party B.The costs occurred due to temporary facilities and transportation for execution of the Subcontract Works shall be borne by Party B. Party B shall be responsible for the protection and storage of the delivered equipment and materials along with the completed works on the Site done by Party B until issuance of Taking Over Certificate for Subcontracted works by Party A to Party B.

4.1 甲方应向乙方提供施工场地及施工期间的施工通道。甲方负责与现场其他受聘分包商的协调工作。如因其他分包商阻挠或中断第 1.2 条所述工程的实施（在这种阻挠或中断不能归因于乙方的行为或不作为的情况下），甲方承担超出约定期限的全部责任，并承担乙方发生的额外费用，与实施分包工程有关的临时设施和运输相关的费用由乙方承担。乙方应负责已交付的设备和材料以及乙方在现场完成工程的保护和保管，直至甲方向乙方签发分包工程的接收证书。

4.2 Party A shall supervise and check Party B's actual progress, quality, and safety situation from time to time. Party A's supervision and inspection shall not relieve Party B from the responsibilities of completing the Subcontract Works according to the requirements in the Subcontract. Infrastructure of Serbian Railways JSC and EMS have the right to request Party B to remedy or rework the parts that fails to meet the standards or be proven as disqualified, or demand Party B to replace unqualified materials and equipment, or replace ineligible or incompetent personnel of Party B, including Party B's representative. If Party A demands the replacement of Party B's personnel, Party B shall send relevant successor in position within 14 days, and the handover time shall not be less than one month.

4. 2 甲方不时对乙方的实际进度、质量、安全情况进行监督检查。甲方的监督检查不免除乙方按分包合同要求完成分包工程的责任。塞铁或电力公司有权要求乙方对不符合标准或被证明不合格的部件进行补救或返工，或要求乙方更换不合格的材料和设备，或更换乙方不合格或不称职的人员，包括乙方的代表。如甲方要求更换乙方人员，乙方应在 14 日内派出相关接班人到位，交接时间不少于 1 个月。

4.3 According to Party B's written request and plan, Party A shall organize communication and negotiation with respect to design, technology and construction between Party B and the Employer or its representative, and make arrangement for Party B to participate in the working meetings regarding the design and execution of various works interfaces organized by the Employer.

4.3 根据乙方的书面要求和计划，甲方应组织乙方与雇主或其代表就设计、技术、施工等方面进行沟通和协商，并安排乙方参加雇主组织的有关各种工程接口设计和执行的工作会议。

4.4 In the event of a standstill or suspension of works that are caused by the fault of the Party A, all costs are borne by Party A. In the event of a standstill or suspension of works that are caused by the fault of the Party B, all costs are borne by Party B. If the works are suspended or suffers losses due to the responsibility of the Employer or a third party during the construction process, both Parties are responsible for themselves.

4.4 如因甲方的过错造成停工或延工，所有费用由甲方承担；如因乙方的过错造成停工或延工，所有费用由乙方承担；如在施工过程中因雇主或第三方的责任造成停工或遭受损失，双方自行负责。

Article 5 Responsibilities of Party B

条款五 乙方责任

5.1 Party B shall abide the Subcontract, conscientiously execute and complete all the work contents of the Subcontract works according to the construction time, quality standards and norms according to the Subcontract and the instructions of the Party A.

5.1 乙方应遵守分包合同，按照本分包合同规定的施工时间、质量标准和规范，以及甲方的指示，认真执行并完成分包工程的全部工作内容。

Party B is fully responsible for quality of the works, equipment and materials, the safety in construction and the timely completion of the works. If Party B is not able to or will be not able to complete Subcontract Works before the deadline specified in this Subcontract that is only to be attributed to Party' s B actions or omissions, Party A has the right to cancel this contract and nominate other third-party company as Party B to fulfil the rest part of the Subcontract Works. If rework is caused by Party B, the rework cost shall be borne by Party B. The Party A shall contract the third party in accordance with reasonable customary market prices for such works. If the total cost of the remaining works executed by the third-party company exceeds the amount of the remaining works hereunder, the excess amount shall be borne by Party B.

乙方对工程、设备和材料的质量、施工安全和按时完工负全责。如果乙方不能或将不能在本分包合同规定的期限前完成分包工程，且仅由乙方的行为或不作为所引起，甲方有权取消本合同，并指定其他第三方公司作为乙方完成分包工程的其余部分。如因乙方原因造成返工，返工费用由乙方承担。甲方应按照该工程的合理市场价格与第三方签订合同。如第三方公司执行的剩余工程费用超过本合同的剩余工程费用，超出部分由乙方承担。

Pursue to Party A requirements, Party B shall submit detailed project management plan (including construction schedule, work Plan, quality control and safety control plans, supply Plan, and list of workers), as well as all other documents required by the laws and regulations of Republic of Serbia, within 10 days after signing the Subcontract. The plan shall be executed on Party A's approval.

根据甲方要求，乙方应在签订分包合同后 10 天内提交详细的项目管理计划（包括施工进度计划、工作计划、质量控制和安全控制计划、供货计划、工人名单），以及塞尔维亚共和国法律法规要求的所有其他文件。该计划应由甲方批准后执行。

Party B shall provide workers and equipment that meet the construction requirements（whether it is construction schedule or construction quality). If the on-site construction workers and equipment are not in accordance with the approved project management plan, Party A has the right to request Party B to replace/increase workers and equipment.

乙方应提供符合施工要求的工人和设备（不论是施工进度还是施工质量）。如果现场施工人员和设备不符合经批准的项目管理计划，甲方有权要求乙方更换/增加工人和设备。

5.2 Party B will be responsible and bear all relevant risks and responsibilities, in accordance with this Subcontract and the applicable regulations of the Republic of Serbia, for all materials and works related to the Subcontract works, installation and material construction of construction works required by Party B itself, construction interface related to the construction of the project and/or the request of the Party A, relevant training of personnel at the request of the Party A and/or required by the Project, cooperation in temporary work and own works during the warranty period. Party B shall bear all costs and expenses related to the above items.

5.2 乙方将根据本分包合同和塞尔维亚共和国的适用法规，负责并承担所有相关的风险和责任，包括与分包工程有关的所有材料和工程、乙方负责的建筑工程的安装和材料施工、与项目建设和/或要求的接口建设、应甲方要求和/或项目要求的相关人员培训、保修期内配合临时施工以及乙方自身工程内容。乙方应承担与上述项目有关的所有费用和开支。

5.3 On the 28th of every month, Party B is obligated to submit to Party A next month's Work Progress Schedule to ensure the completion of the Subcontract works as per Work Progress Schedule.

5.3 每月 28 日，乙方有义务向甲方提交下个月的工作进度安排，以确保分包工程按计划完成。

5.4 Party B is obligated to abide by the Serbian laws, comply with the administrative rules and regulations of local authorities regarding the traffic around the work site, construction noise, environmental protection and safety and civility in construction, as well as to any other applicable law or regulations in relation to the subcontract works.

5.4 乙方有义务遵守塞尔维亚法律，遵守当地政府关于工地周围交通、施工噪音、环境保护和施工安全文明的行政规章制度，以及与分包工程有关的任何其他适用法律或法规。

5.5 Party B is obligated to cooperate with and make it convenient for supervision and inspection of the Employer, the Employer's representative, and Party A. In the event of exceptional cases or accidents caused by Party B staff, Party B should immediately notify Party A while taking active and effective remedy measures. Party B has the obligation to take active remedy measures and notify Party A of any accidents, even if they are not caused by Party B, since the subcontract work may suffer. Any damages suffered due to Party B's intentional refusal to notify Party A and not actively ensure the safety of the works would have to be compensated by Party B.

5.5 乙方有义务配合并方便雇主、雇主代表和甲方的监督和检查，如遇特殊情况或乙方工作人员造成事故，乙方应立即通知甲方，同时采取积极有效的补救措施。乙方有义务采取积极的补救措施，并通知甲方任何事故，即使这些事故不是由乙方造成的，因为分包工程可能受到影响。由于乙方故意不通知甲方，不积极保证工程安全而造成的任何损失，都要由乙方进行赔偿。

5.6 Party B is obligated to provide and employ on the construction site such skilled and workers as is necessary for the proper and timely execution of the Subcontract. The Party B shall be responsible for the recruitment, transportation, training, and accommodation and catering of all employees and workers required for the execution of the Subcontract and for all payments in connection therewith. The Party B shall at all times during the progress of the Subcontract use its best endeavour to prevent any unlawful, riotous or disorderly conduct or behaviour by or among its employees and workers.

5.6 乙方有义务在施工现场提供和雇用适当和及时执行分包合同所需的技术工人和工人。乙方应负责执行分包合同所需的所有雇员和工人的招聘、运输、培训以及住宿和餐饮，并负责与此有关的所有款项。在分包合同执行过程中，乙方应随时尽力防止其雇员和工人的任何非法、暴乱或无序行

为或行为。

5.7 Party B should be fully responsible for the safety in construction of the Subcontract works. Party B shall be obliged to undertake any safety measures on the Site in order to ensure the security of adjacent objects, works, equipment, devices, installations, workers, traffic, the environment and property. Accordingly, Party B should set up a sound and necessary safety and security system to ensure personnel safety of its staff, local employees and workers and provide them with the safety equipment. It should commit itself to accident occurred and problems and damages arising from the accident. (The related losses caused by Party B, negligence or willful misconduct, such as the Employer, Party A's personnel and property, etc. shall be borne by Party B).

5.7 乙方应全面负责分包工程的施工安全。乙方有义务在工地上采取任何安全措施，以确保邻近物体、工程、设备、装置、工人、交通、环境和财产的安全。因此，乙方应建立健全必要的安全保障制度，确保其工作人员、当地雇员和工人的人身安全，并为他们提供安全设备。乙方应承诺对所发生的事故及事故引起的问题和损失进行处理。(由乙方疏忽或故意不当行为，造成的雇主、甲方人员和财产等相关损失由乙方承担）。

5.8 The Value Added Tax amount calculated according to the related laws is not included in the Subcontract price. All taxes and fees (including salary tax and mandatory social contributions of Party B's personnel), exclusive of VAT shall be borne by Party B.

5.8 分包合同价款中不包括按有关法律规定计算的增值税额。不含增值税的所有税费（包括乙方人员的工资税和强制性社会保险费）均由乙方承担。

5.9 Party B should not assign the Subcontract Works to any third party without written approval of Party A.

5.9 未经甲方书面批准，乙方不得将分包工程转让给任何第三方。

5.10 During the execution of the subcontract, Party B shall actively cooperate with Party A with internal and external communication and coordination.

5.10 在执行分包合同期间，乙方应积极配合甲方进行内部和外部的沟通和协调。

5.11 Party B is obliged to assist party A, on a weekly basis, to filling out the construction log and construction book during construction works, records of construction process, and records of hidden works and retain image data.

5.11 乙方有义务每周协助甲方， 施工过程中填写施工日志和施工书，记录施工过程，记录隐蔽工程，留存影像资料。

5.12 Party B shall provide all test reports/inspection reports/measurement reports in the construction process, and the above-mentioned reports shall be provided by qualified utilities.

5.12 乙方应提供施工过程中的所有检测报告/检验报告/测量报告，上述报告应由有资质的公用事业单位提供。

5.13 Party B shall arrange the security personnel to protect the works undertaken by Party B, and Party B shall provide the safety protective equipment for on-site construction.

5.13 乙方应安排保安人员保护乙方所进行的工程，乙方应提供现场施工的安全防护设备。

5.14 If there are other additional or ancillary works within the scope of Party B's subcontracted works, Parties

shall negotiate in good faith Party A's request for construction, and the price which shall be agreed as an annex to this Subcontract.

5.14 如乙方分包工程范围内有其他新增或附属工程，双方应以诚信为本，并基于甲方的施工要求进行协商，其价格应作为本分包合同的附件予以确定。

5.15 Party B is responsible for making the as-built documents and submitting to the Party A upon the completion of the subcontract work. The as-built documents prepared by the Party B must comply with the Planning and Construction law of Serbia, Design Specifications, Requirements of the Serbian Railways and of the Ministry of Construction, Transportation and Infrastructure, and be submitted to Party A in English and Serbian version, tentatively seven hard copies in Serbian and two copies in English (soft copy must be submitted together with document format of PDF, docx, xlsx, DWG). The signer of the completion technical documents must have corresponding qualifications, who is responsible for the authenticity and compliance of the submitted information. Besides, Party B will provide two additional sets in Serbian version of temporary As-built documents.

5.15 乙方负责制作竣工文件，并在分包工程完工后提交给甲方。乙方编制的竣工文件必须符合塞尔维亚规划和建设法、设计规范、塞尔维亚铁路和建设、交通和基础设施部的要求，并向甲方提交英文和塞尔维亚文版本，暂定 7 份塞尔维亚文硬拷贝和 2 份英文硬拷贝（软拷贝必须以 PDF、docx、xlsx、DWG 等文件格式一起提交）。竣工技术文件的签字人必须具有相应的资质，对所提交资料的真实性和合规性负责。另外，乙方还将提供两套塞尔维亚语版本的临时竣工文件。

5.16 Party B guaranties that they have all licenses that are required for the subcontract works

5.16 乙方保证拥有分包工程所需的所有许可证。

5.17 Supervisor's approval for the materials

The materials and equipment purchased by Party B shall comply with relevant International standards (such are IEC, EN, DIN, etc.)or Serbian standards, which are acceptable for the Owner of subject High Voltage Transmission Lines (Serbian TSO, AD EMS) Before Party B's equipment and materials come into use, it is necessary to obtain the supervisor's official approval.

5.17 材料报验

乙方采购的材料和设备应符合相关的国际标准（如 IEC、EN、DIN 等）或塞尔维亚标准，高压输电线路业主（电力公司）认可这些标准。 在乙方的设备和材料投入使用前，必须获得监理的正式批准。

5.18 Other responsibilities

All materials and equipment provided by Party B are guaranteed for two years after the acceptance of the works in terms of Article 1.2 and issuance of Taking Over Certificate for Subcontracted works.

5.18 其他责任

乙方提供的所有材料和设备在第 1.2 条规定的工程验收合格并签发分包工程接收证书后保修两年。

5.19 Party B will be responsible for:

-As-build design documentation

-Procurement and delivery of complete material and all electrical equipment necessary for the subject works, including:

-Preparation activities

Establishment of construction sites

Mobilization of the necessary machines, tools, and manpower necessary for the quality execution of the work

Earth excavation and preparation of the plateau

Improvement of existing access roads to tower spots

Preparation of plateaus at tower locations

Clearing of the routes of the lines (cutting of trees and bushes)

-Construction and electrical works

Required civil engineering for the construction of tower foundations (also geodetic survey) and earthing systems

Assembly and erection of steel lattice towers

Painting of steel lattice towers

Stringing of line conductors, steel wire, and OPGW

Other construction and electrical works

Testing and commissioning (participation during EMS technical acceptance)

-Other costs included:

The cost of assessment of agricultural damage and damage to permanent plantings (forests, vineyards, and orchards) and individual trees caused during construction and electrical installation works

Compensation cost to private land owners for the damages done in the area of tower locations and along the transmission line corridor for temporary use of land for construction work purposes

Compensation cost to the owners for cutting off individual trees and forests

Provision of intersections with objects on the OHTL route

Participation during the Technical Inspection

Expenses for organizing FAT for steel lattice towers, equipment, and materials that have to be installed (online FAT; if on-site FAT is in need, Party B will only be responsible for the costs of EMS personnel.)

Standard type of Contract Insurance

Health and Safety

5.19 乙方将负责：

-竣工设计
-采购和交付满足工程标的所需的全部材料和所有电气设备，包括：
-准备工作
准备施工现场
为满足工程质量而需进行的机械、器具和人工调动
土方开挖和场地平整
改善通往铁塔处的既有道路
铁塔位置的场地平整
路线清理（砍伐树木和灌木）
-建筑和电气工程
铁塔基础（大地测量）和接地系统所需的土建施工内容
铁塔部件组装及铁塔架设
铁塔涂装
导线、钢绞线和光缆的架设
其他施工和电气工程内容
测试和调试(仅参与电力公司技术验收)
-其他费用包括：
在施工和电气安装工程中造成的农业损失和长期作物（森林、葡萄园和果园）以及个别树木破坏的赔偿
对铁塔和输电线路沿线施工临时用地造成损失的赔偿
砍伐个别树木或森林的赔偿
架空输电线路上的设备连接
参加技术检查
组织所安装铁塔、设备和材料的厂验（线上厂验，如确需线下厂验仅负责电力公司人员相关费用）

标准合同保险
健康和安全

While, Party B will not be responsible for:

Obtaining approval for construction. In terms of this Subcontract, Party A is responsible towards Party B for obtaining approval for construction.

The cost for travel, accommodation, and per-diem expenses of representatives of Party A and the Investor on FAT.

Solving property-legal relations for tower locations, corridor routes, and access roads. In terms of this Subcontract, Party A is responsible towards Party B for solving property-legal relations for tower locations, corridor routes, and access roads.

Organization of a technical inspection of the transmission line and obtaining an operating license

Expenses for the provision of shut-off of crossing infrastructure

Any other supplies, services, and/or works that are not included in the provided Studies, Terms of reference, and the BoQ (If there is any additional works, we shall negotiate with the Railway Infrastructure of Serbia)

但乙方不负责：

获取施工批准

甲方代表和投资者代表在厂验过程中的差旅费、食宿费和其他开支

解决铁塔位置、线路沿线和进场道路相关的财产法律问题就本分包合同而言，甲方负责解决塔位、线路、进场道路的产权法律关系问题。

组织输电线路技术检查及获取运营许可证

线路跨越基础设施的相关费用

未包含在所提供的文件、职责范围和工程量清单中的任何其他物资供应、服务和/或施工内容（如有新增，共同与塞铁协商）

Article 6 Construction Period, Defect Liability Period

条款六 工期、缺陷责任期

6.1 Party B shall make a corresponding dynamic plan according to EMS's notices on cutting the voltage, in order to meet the requests of Party A for construction period and quality. Officially sent request to EMS for disconnection/shutoff days must be provided to Party B prior to the signing of this Subcontract. Party B promises to complete the subcontracted works and all the commissioning and acceptance work before June 30, 2024, in accordance with the Delivery Schedule (Appendix 4) and cooperate with the Railway Infrastructure of Serbia for the final commissioning and acceptance work before the facilities are put into use. In case of any change in the construction period due to unforeseen causes, both Parties shall negotiate for a solution.

6.1 乙方应根据电力公司的停电通知，制定相应的动态计划，满足甲方的工期及质量要求。在签署本分包合同之前，必须向乙方提供发送给电力公司的正式停电申请和停电天数。乙方承诺在 2024 年 6 月 30 日前，根据交付计划（附件 4）完成分包工程以及所有的调试和验收工作并于开通前协助塞铁进行最终的调试和验收。如因不可预见的原因导致工期变化，双方应协商解决。

Party B shall start the subcontracting work within 7 days after Party A issues the official start-of-work notice.

乙方应在甲方发出正式开工通知后 7 天内开始分包工作。

Party B shall commence and complete the Subcontract Works according to the Construction Schedule which is approved by Party A prior to signing of this Subcontract. The extension of construction period shall occur in case of a Force Majeure Event or other events that are outside of Party B control (such as but not limited to events caused by Employer, Party A or its subcontractors) for the same amount of days how long the events lasted. If the Party B becomes aware that a delay in the performance of the Subcontracted Works within the agreed term is possible or certain, it shall notify the Party A accordingly and shall exert all reasonable efforts to prevent the delay, i.e., it shall propose measures for remedying the consequences and reorganizing the dynamics in the performance of the Subcontracted Works. In the case of a delay in the fulfillment of the Subcontracted Works within the agreed term, which delay is caused by Party B’ s fault, the Party B shall be obliged to undertake, at its own expense, all reasonable measures in order to rectify the consequences of the delay.

乙方应按本分包合同签订前经甲方认可的施工进度计划开工并完成分包工程。如遇不可抗力事件或其他不在乙方控制范围内的事件（如但不限于由雇主、甲方或甲方分包商造成的事件），工期的延长范围应与该事件持续的天数相同。如果乙方意识到有可能或肯定会在约定期限内延迟履行分包工程，则应相应通知甲方，并应尽一切合理努力防止延迟，即提出补救措施，重新组织履行分包工程的动态计划。如果在约定的期限内分包工程的完成出现延误，而这种延误是由乙方的过错造成的，则乙方有义务自费采取一切合理措施，以补偿延误产生的后果。

The Party A is entitled to charge the Party B the amount of 0.025% of the Subcontract Price as liquidated damage for each day of delay in the fulfillment of the assigned obligations, up to a maximum amount of such liquidated damage of 5 % of the Subcontract Price.

每延迟一天，甲方有权向乙方收取分包合同价的 0.025%，作为履行指定义务的违约金，该违约金的最高数额为分包合同价的 5%。

6.2. The Party B shall be responsible for the deficiencies in the performed works and delivered goods for a period of 24 months from the acceptance of the works, i.e., 24 months from the receipt of the Taking over Certificate (Defects Liability Period). The warranty period is executed in accordance with the reasonable service life specified in the Subcontract and the Serbian national laws and regulations, industry regulations and design documents.

6.2. 乙方应对已完成的工程和已交付的货物的缺陷负责，期限为工程验收后的 24 个月，即收到接收证书后的 24 个月（缺陷责任期）。保修期按照分包合同中规定的合理使用寿命和塞尔维亚国家法律法规、行业规定和设计文件执行。

Any deficiency in the fulfillment of the subcontracted works shall be rectified by the Party B at its own expense. The Party B shall be free to choose the manner approved by Party A for rectifying the deficiency.

乙方在完成分包工程中的任何不足之处，应由乙方自行整改，费用自理。乙方可自由选择甲方认可的方式进行整改。

The Party B shall, within the defect liability period, assume the defects liability for the works that has already been delivered for use. During the defect liability period, the Party B shall not only complete the unfinished work listed in the taking-over certificate, but shall also repair any defects that may occur at the Party B's expense for defects caused by the Party B.

乙方应在缺陷责任期内，对已交付使用的工程承担缺陷责任。在缺陷责任期内，乙方不仅应完成接收证书中所列的未完成的工程，而且应修复可能发生的由乙方造成的缺陷，费用由乙方承担。

To meet the requirements for the correct implementation of the subcontracted works or the completion of the repair of defects therein, the Party A may provide supplementary Design documentation and notices within the scope of the Subcontract within the reasonable time-frame, which may be negotiated between Parties and executed by Party B provided mutual agreement between the Party A and the Party B has been reached.

为满足合理实施分包工程或完成对其进行缺陷修复的要求，甲方可在合理的时间范围内提供分包合同范围内的补充设计文件和通知，在甲乙双方协商并达成共识的情况下，可由乙方执行。

The Party A and the Party B shall jointly ascertain the cause of defects and/or damages. If it is caused by the Party B, the Party B shall bear the cost of repair and inspection. If it is not caused by the Party B, the Party A shall negotiate with the Employer regarding the costs of inspection and repair, and shall pay the

Party B costs agreed upon Parties.

甲方和乙方应共同查明缺陷和/或损坏的原因。如果是由乙方造成的，乙方应承担维修和检查的费用。非乙方原因造成的，甲方应与雇主就检查和维修费用进行协商，并向乙方支付相关费用。

Extension of defect liability period

缺陷责任期的延长

If the defects liability period is extended for reasons which only can be attributed to Party B, the Party A shall have the right to request the Party B to extend the defects liability period.

如果缺陷责任期延长仅归咎于乙方，甲方有权要求乙方延长缺陷责任期。

6.3 In case of the failure of the Party B to fulfil the obligations during the Defect Liability Period, the Party A shall be entitled to rectify the deficiencies itself or by engaging a third party at the expense of the Party B and retain Retention money, but only in the amount of damage occurred and it obliges to return the difference to Party B upon expiry of Defect Liability Period. In case of the failure of the Party B to fulfil the obligations during the defect liability period, Party A has the right to deduct the Retention money.

6.3 乙方在缺陷责任期内未履行义务的，甲方有权自行或委托第三方进行整改，费用由乙方承担，并保留质保金，但仅限于发生损失的金额，并有义务在缺陷责任期满后将差额返还给乙方。如乙方在缺陷责任期内未履行义务，甲方有权扣除质保金。

If the Party B fails to remedy the defects during defect liability period, the Party A shall have the right to withhold the balance of the retention money corresponding to the amount required for the remaining work, and shall have the right, as agreed above, to request the extension of the defect liability period until the completion of the remaining works. Upon the remedy of the defects by Party B, the Party A shall return to Party B the outstanding balance of the retention money corresponding to the amount required for the remaining work in a 15 days deadline.

如乙方在缺陷责任期内未对缺陷进行修复，甲方有权扣留与剩余工程所需金额相对应的保留金，并有权按上述约定要求延长缺陷责任期，直至剩余工程完工。在乙方完成缺陷修复后，甲方应在15天内向乙方返还与剩余工程所需金额相对应的保留金。

Party A shall be entitled to retain 5% of the Accepted Subcontract Amount as warranty for the performance of above-mentioned works, until the end of the defect liability period. The Party A shall, starting from the first payment period, deduct from each payment period 5% of the Contract payment amount of each period corresponding to the payment certificate for the completed works, till the total retention money amount withheld reaches the agreed amount or proportion. The calculated amount of retention money does not include the payment of advance payment and the amount of deduction. The retention money shall bear no interest.

甲方有权保留双方接受的分包合同金额的5%作为上述工程的质保金，直至缺陷责任期结束。甲方应从第一期付款开始，从每期付款中扣除已完成工程付款证书所对应的每期合同付款额的5%，直至扣留的质保金总额达到约定的数额或比例。计算出的质保金金额不包括预付款和扣除的金额。质保金不计利息。

After issuing the Taking Over Certificate for Subcontract Works issued by Party A to Party B, Party B has the right to exchange Retention Money with Promissory Note - "menica" securing removal of defects in the warranty period. The submitted promissory note - "menica" for defects in the warranty period should be in the amount of 5% of the Accepted Contract Amount with validity term 28 days longer than the defect liability period. After delivering the mentioned promissory note - "menica", Party A has the obligation to return Retention Money to Party B.

在甲方向乙方签发分包工程接收证书后，乙方有权用保证在保修期内消除缺陷的本票来交换质保金。所提交的针对保修期内缺陷的本票，其金额应为双方接受的合同金额的 5%，有效期比缺陷责任期长 28 天。交付上述本票后，甲方有义务将质保金返还给乙方。

The promissory note - "menica" described in this Article must have a clause that it is irrevocable, unconditional and payable at first call without objection according to the international rules URDG 758.

本条所述的本票必须有一个条款，即根据国际规则 URDG 758，是不可撤销且无条件的，并可在第一时间强制支付。

Article 7 Subcontract price and Payment terms

条款七 分包价格和付款条件

7.1 This contract is a fixed unit price contract. The estimated contract amount is 834,852.43 EUR, and the final settlement of the quantity is based on the construction drawings and on-site acceptance of actual performed subcontract works. The price of the subcontract includes all the obligations of Party B under this contract, that is, the construction machinery, equipment, materials and losses, labour, installation, completion acceptance and Engineering survey, testing, debugging, and defect repair required to complete the subcontracted works in accordance with the engineering standards, quality and safety inspection, safety protection cost, management cost, temporary and transitional engineering cost, engineering maintenance cost, insurance cost, profit, and other costs. The Subcontract Price shall be in RSD.

7.1 本合同为固定价格合同。预计合同金额为 834,852.43 欧元，工程量的最终结算以施工图纸和实际执行的分包工程的现场验收为准。 分包合同价款包括乙方在本合同项下的所有义务，即按照工程标准完成分包工程所需的施工机械、设备、材料及损耗、人工、安装、竣工验收及工程勘察、检测、调试、缺陷修复等费用，质量安全检查费、安全防护费、管理费、临时及过渡性工程费、工程维修费、保险费、利润及其他费用。分包价格应以第纳尔为单位。

7.2 The unit prices of various items in the Subcontract Works are corresponding unit prices specified in the Article 3 (See attached Appendix 1, The Priced Bill of Quantities), Payment shall be calculated at the unit price in the attached Appendix 1. Items included in the construction drawing design documents but not reflected in the "The Priced Bill of Quantities" in Appendix 1 are deemed to have been included in other items in the "The Priced Bill of Quantities" in Appendix 1.

7.2 分包工程中各项目单价为条款三规定的相应单价（见附件 1《已标价工程量清单》），付款应按附件 1 中的单价计算。施工图设计文件中包含但未在附录 1《已标价工程量清单》中体现的项目，视为附录 1《已标价工程量清单》的其他项目。

7.3 Party B shall, before the 15th day of each month, provide Party A with the list of contents for the works completed in the previous month (in the form provided by Party A), which shall be confirmed by Party A.

Party A confirms the content of the works completed by Party B, After Party B provides Party A with a payment certificate that complies with local regulations. Interim / Final Payment Certificate shall be formed on a monthly basis according to the achieved progress of works and unit prices from the Priced Bill of Quantities, which represents Appendix 1.

7.3 乙方应在每月 15 日前向甲方提供上月完成的工程内容清单（以甲方提供的格式），经甲方确认后，甲方确认乙方完成的工程内容后，乙方向甲方提供符合当地规定的付款证书。期中/最终付款证书应根据已实现的工程进度和代表附录 1 的已标价工程量清单的单价按月形成。

After the submission of the Interim and/or Final Payment Certificate, Party A will perform control within 5 days, whether the Interim and/or Final Payment Certificate is issued in accordance with the performed works and other conditions of this Agreement. If Interim and/or Final Payment Certificate are not compatible with the performed works and other conditions of this Agreement the Party A may object and return it to the Party B for correction.

在提交期中和/或最终付款证书后，甲方将在 5 天内对期中和/或最终付款证书是否符合已完成的工作和本协议的其他条件进行控制。如果期中和/或最终付款证书不符合已完成的工作和本协议的其他条件，甲方可以提出异议并将其退回给乙方进行修改。

Party B shall provide invoices in compliance with local laws and regulations based on the payment certificate confirmed by both parties; Party A shall pay Party B within 15 days after confirming the performed works and other conditions of this Agreement and receiving the invoice.

乙方应根据双方确认的付款证明，提供符合当地法律法规的发票；甲方应在完成对已完工内容和本协议其他条件的确认并收到发票后 15 天内向乙方付款。

If the work done by Party B does not meet the contract, design or acceptance requirements, and it is supported by evidences/documentation by Party A, the payment can be temporarily deducted for this part of the cost, and this part of the cost will not be calculated and paid until the part of the work is completed and meets the requirements.

如果乙方所做的工作不符合合同、设计或验收要求，并且有甲方证据/文件支持，可暂时扣减这部分费用的支付，待该部分工作完成并符合要求后再计算和支付这部分费用。

If Party B fails to perform work or perform its obligations in accordance with the contract, and Party A has notified the Party B with 15 days prior written notification and Party B does not rectify its performance, it can withhold the value of the work or obligation until the work or obligation is performed.

在甲方提前 15 天书面通知而乙方不予理会的情况下，如果乙方未能按照合同规定进行施工或履行义务，可以扣留该部分工程或义务的金额，直到施工完成或义务得到履行。

7.4 If Party B needs prepayment, Party B shall provide the promissory note – "menica" to party A within 3 days after signing the subcontract. The amount of this the promissory note – "menica" shall be 20% of the contract amount, and the term of validity shall be 28 days longer than the agreed term of acceptance for subcontracted works. Upon receipt of the the promissory note – "menica", party A shall provide party B with 20% advance payment of the contract amount. The advance payment for the subcontract works will be deducted from the progress payment, and 20% of the bill amount will be deducted from each interim payment certificate until all the advance payment is deducted. Before the acceptance certificate of subcontracted works is issued, when the contract is terminated due to force majeure or other reasons, if the

advance payment has not been deducted, the balance of the advance payment that has not been deducted shall be refunded by Party B. Whether or not the actual completed works are consistent with the subcontract list, the remaining advance payment will be deducted from the last payment. If Party B does not require advance payment, this clause should not take any effect.

7.4 如乙方需要预付款，乙方应在签订分包合同后 3 天内向甲方提供本票。本票的金额为合同金额的 20%，有效期比约定的分包工程验收期限长 28 天。甲方在收到本票后，应向乙方提供合同金额 20%的预付款。分包工程的预付款将从进度款中扣除，并在每张中期付款证书中扣除 20%的账单金额，直至扣除全部预付款。在分包工程验收证书签发前，因不可抗力或其他原因导致合同终止时，如未扣除预付款，未扣除的预付款余额由乙方退还。无论实际完成的项目是否与合同清单一致，剩余的预付款将从最后一次付款中扣除。如乙方不要求预付款，本条款不生效。

The promissory note - "menica" described in this Article must have a clause that it is irrevocable, unconditional and payable at first call without objection according to the international rules URDG 758.

本条所述的本票必须有一个条款，即根据国际规则 URDG 758，是不可撤销且无条件的，并可在第一时间强制支付。

Article 8 Variation and Compensation claim

条款八 变更及索赔

8.1 Terms of contract variation:

8.1 合同条款变更：

In the event that there are significant changes in the contractual rights and/or obligations of Party A towards the Employer with regard to the Subcontracted Works that are the subject of this Subcontract, Party A and Party B will negotiate regarding possible changes to this Subcontract.

如果甲方就本分包合同所涉及的分包工程对雇主的合同权利和/或义务发生重大变化，甲方和乙方将就本分包合同的可能变化进行谈判。

8.2 Party A may negotiates with Party B if, due to a significant change in the contractual rights and/or obligations of Party A towards the Employer, there is a need to adjust the price of the Subcontract or the deadlines for the execution of Subcontracted Works.

8.2 如果由于甲方对雇主的合同权利和/或义务发生重大变化，需要调整分包合同的价格或分包工程的执行期限，甲方可与乙方进行协商。

8.3 If claim for compensation occurs within the scope of subcontracted works, the Party A agrees to claim for compensation from the Employer in proportion to the actual costs. For avoidance of doubt, Employer shall not participate in negotiations between Parties for any claim subject to this Subcontract, and all claims shall be negotiated and settled between Parties only,

8.3 如果索赔发生在分包工程范围内，甲方同意按实际费用的比例向雇主索赔。为避免争议，雇主不应参与双方就本分包合同所涉及的任何索赔的谈判，所有的索赔相关内容只能在甲乙双方之间进行。

8.4 For issues of variation, price adjustment, compensation claim or extension of construction period, Party B

shall do a good job of basic data collection, arrangement and archive keeping and submit them to Party A as required.

8.4 对于变更、调价、索赔或延长工期等问题，乙方应做好基础资料的收集、整理和档案保管工作，并按要求提交给甲方。

Article 9 Standard specifications, Final acceptance, and Quality guarantee

条款九 标准规范、最终验收和质量保证

9.1 Party A should provide and deliver the project documentation in an orderly and timely manner to Party B, and Party B shall perform all Subcontracted works in accordance with the engineering standards and specifications specified in the project documentation.

9.1 甲方应有序、及时地向乙方提供并交付项目文件，乙方应按照项目文件规定的工程标准和规范实施所有分包工程。

9.2 Party B shall make a good preparation for the final acceptance as required by Party A. Party B shall present a complete set of completion documents with a submitted to Party A. For Final acceptance for completion of the subcontracted works, the certificate of Final acceptance for the subcontracted works issued by the Party A to Party B. In case Party A fails to accept the works in 15days deadline upon Party B presentation and application for Final acceptance, it shall be deemed that Party A accepted works without objections.

9.2 乙方应按甲方要求做好最终验收的准备工作，乙方应向甲方提交一套完整的竣工文件。对于分包工程竣工的最终验收，由甲方向乙方出具分包工程的最终验收证明。如甲方在乙方提出最终验收申请后 15 天内未验收工程，则视为甲方无异议验收该项工程。

Article 10 Site Clearance

条款十 场地清理

10.1 In the course of carrying out the Subcontract, the Party B shall keep the construction site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the construction site, and remove any Party B's Equipment no longer required for execution of the Subcontract.

10.1 在执行分包合同的过程中，乙方应保持施工现场合理地无任何不必要的障碍物，储存或清除任何剩余材料，清理施工现场的任何残骸、垃圾或临时工程，并清除执行分包合同不再需要的乙方设备。

10.2 After Completion of all works under this Subcontract, the Party B shall clear away and remove all its wreckage, rubbish, and debris of any kind from the construction site, and shall leave the construction site in a clean and safe condition.

10.2 本分包合同项下的所有工程完成后，乙方应将其所有的残骸、垃圾和任何形式的杂物清理出施工现场，并使施工现场处于清洁和安全状态。

Article 11 Force Majeure

条款十一 不可抗力

11.1 "Force Majeure" shall mean any event beyond the reasonable control of the Party A or of the Party B, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

11.1 "不可抗力"是指超出甲方或乙方（视情况而定）合理控制的任何事件，尽管受影响的一方合理注意，但仍未避免，包括但不限于以下内容：

(a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war, all in Serbia;

(a) 塞尔维亚境内发生战争、敌对行动或好战行动(无论是否已宣布进入战争状态)、入侵、外国敌人的行为、内战；

(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, terrorist acts, civil disturbances, sabotage, epidemic, all in Serbia;

(b) 塞尔维亚境内发生叛乱、革命、暴动、兵变、篡夺民事或军事政府、阴谋、暴乱、民变、恐怖行为、内乱、破坏活动、流行病；

(c) confiscation, nationalization, mobilization, commandeering, or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;

(c) 任何政府、法律上或事实上的当局或统治者的没收、国有化、动员、征用或征用，或任何地方州或国家政府当局的任何其他行为或不作为；

(d) sabotage, embargo, import restriction, port congestion, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, plague;

(d) 破坏、禁运、进口限制、港口拥堵、劳资纠纷、沉船事故、电力供应短缺或限制、流行病、检疫、瘟疫；

(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster.

(e) (地震、滑坡、火山活动、火灾、洪水或洪涝、涨潮、台风或旋风、飓风、风暴、闪电或其他恶劣天气状况、核电和压力波、或其他自然或物理灾害。

f) action by a Governmental Authority, including a moratorium on any activities related to this Subcontract;

g) the impossibility for Party, despite reasonable efforts, to obtain any approval necessary to enable the Party to fulfill its obligations, provided that the impossibility is not attributable to the Party and that Party has exercised reasonable efforts to obtain such approval.f) 政府当局的行动，包括暂停与本分包合同有关的任何活动；

g) 尽管做出了相应努力，仍未获得任何批准，以使该方能够履行其义务，且该情况并非由该方导致，并且该方已做出相应努力来获得批准。

h) strikes or labor disputes (not caused by Party B's action or inaction)

h) 罢工或劳资纠纷（不由乙方直接或间接引起的）

11.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Subcontract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within five (5) days after the occurrence of such event.

11.2 如果任何一方因不可抗力事件而被阻止、妨碍或延迟履行其在分包合同下的任何义务，则应在该事件发生后五（5）天内书面通知对方该事件的发生及其情况。

11.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Subcontract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed.

11.3 只要有关的不可抗力事件继续存在，并在该方的履行被阻止、妨碍或拖延的情况下，发出上述通知的一方应被免除履行或准时履行其在分包合同下的义务。

11.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Subcontract and to fulfil its or their obligations under the Subcontract, but without prejudice to either party's right to terminate the Subcontract.

11.4 受不可抗力事件影响的一方或双方应尽合理努力减轻其对分包合同履行的影响，并履行其在分包合同下的义务，但不影响任何一方终止分包合同的权利。

11.5 No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall:

11.5 本协议任何一方因发生任何不可抗力事件而造成的延迟或不履行，均不得：

(a) constitute a default or breach of the Subcontract; or

(a) 构成对分包合同的违约或违反；或

(b) give rise to any claim for damages or additional cost or expense occasioned thereby.

(b) 引起对由此引起的损害或额外成本或费用的任何索赔。

if the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

如果这种延迟或不履行是由发生不可抗力事件所引起。

11.6 If the performance of the Subcontract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Subcontract, the parties will

attempt to develop a mutually satisfactory solution, failing which either party may terminate the Subcontract by giving a notice to the other.

11.6 如果在分包合同有效期内，由于一个或多个不可抗力事件，分包合同的履行受到严重阻碍、妨碍或延误，单次超过六十（60）天或累计超过一百二十（120）天，双方将试图制定一个双方都满意的解决方案，否则，任何一方可向对方发出通知，终止分包合同。

11.7 Under no circumstance will an event of Force Majeure excuse a Party's A obligations to make payments when due under this Subcontract.

11.7 在任何情况下，不可抗力事件都不能免除一方在本分包合同下按时付款的义务。

Article 12 Responsibilities for breach of Contract

条款十二 违约责任

12.1 Breach of the Contract

12.1 违约

12.1.1 Notwithstanding anything contrary in this Subcontract, in case Party A does not honour the Subcontract or does not fulfil its obligations as stipulated in the Subcontract, Party A shall be liable for breach of Contract and shall compensate Party B for its economic losses due to the breach.

12.1.1 尽管本分包合同中有任何相应规定，但甲方不履行分包合同或不履行分包合同规定的义务的，甲方应承担违约责任，并赔偿乙方因违约造成的经济损失。

12.1.2 Notwithstanding anything contrary in this Subcontract, in case Party B does not fulfil its obligations specified in the Subcontract or does not fulfil subcontract-specified obligations, Party B shall be liable for breach of the Contract and shall compensate Party A for its economic losses due to the breach.

12.1.2 尽管本分包合同中有任何相应规定，但乙方不履行分包合同规定的义务或不履行分包合同规定的义务，乙方应承担违约责任，并应赔偿甲方因违约造成的经济损失。

12.2 None of the parties shall be responsible for any special, incidental, indirect, consequential loss (including but not limited to Loss of profits or income, business opportunities or business relations damage, data loss) because of this Contract or related to this Contract.

Party B' s total liability under this Subcontract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise is limited to the total price of the works hereunder.

12.2 由于本合同或与本合同有关的任何特殊的、偶然的、间接的、后果性的损失（包括但不限于利润或收入的损失、商业机会或商业关系的损害、数据损失），任何一方均不承担责任。

乙方在本分包合同项下的全部责任，无论是违反合同、担保、疏忽、绝对责任、侵权行为或其他原因，均以本合同项下的工程总价为限。

12.3 If Party B's fault causes damage to the works, materials, engineering equipment, and public facilities, Party B shall bear the repair costs.

12.3 如因乙方的过错造成工程、材料、工程设备、公共设施的损坏，乙方应承担维修费用。

12.4 If Party B fails to take safety production measures as required by the regulations or there are hidden dangers in production safety, it shall immediately rectify. Party A issued a written instruction requesting rectification, and Party A has the right to impose penalties on Party B if the rectification content is not rectified or the rectification is not in place.

12.4 乙方未按规定采取安全生产措施或者存在安全生产隐患的，应当立即整改。甲方发出书面指令要求整改，对整改内容不整改或整改不到位的，甲方有权对乙方进行处罚。

12.5 In the event of the following breach of contract by Party, Party may notify the first Party to terminate the contract immediately. After the contract is terminated by Party A, Party A may send personnel to the site, organize additional personnel, or entrust other contractors to construct. However, this action of Party A does not exempt Party B' s liability for breach of contract, nor does it affect Party A' s right to claim in accordance with the contract.

12.5 在一方出现以下违约情况时，另一方可立即通知对方终止合同。甲方终止合同后，甲方可通知乙方立即终止合同。合同终止后，甲方可派人到现场，组织补充人员，或委托其他施工单位进行施工。但甲方的这一行为并不能免除乙方的违约责任，也不影响甲方按照合同规定的索赔权利。

12.5.1 Party B privately transfers all or part of the contract's rights to another person, or privately transfers all or part of the contract's obligations to another person;

12.5.1 乙方私自将合同的全部或部分权利转让给另一人，或私自将合同的全部或部分义务转让给另一人；

12.5.2 Party B uses unqualified materials or engineering equipment, and the quality of the engineering fails to meet the standard requirements, and refuses to remove the unqualified engineering;

12.5.2 乙方使用不合格的材料或工程设备，且工程质量达不到标准要求，拒绝拆除不合格的工程；

12.5.3 During the warranty period, Party B fails to repair the content of the defect list listed in the project acceptance certificate or the defects that occurred during the warranty period, and refuses to repair it according to the instructions of Party A;

12.5.3 保修期内，乙方对工程验收证书中所列的缺陷清单内容或保修期内发生的缺陷未予修复，并拒绝按甲方的指示进行修复；

12.5.4 Party B is unable to continue to perform or expressly indicates that it will not perform or has substantially and unjustifiably stopped performing the contract;

12.5.4 乙方不能继续履行或明确表示不履行或已实质上毫无理由地停止履行合同；

12.5.5 Other situations where Party B or Party A does not perform its obligations as agreed in the contract;

12.5.5 甲方或乙方不按合同约定履行其义务的其他情况；

12.6 After the termination of the contract, Party A assesses the value of the work completed by Party B, suspends all payments to Party B, and checks all payments and deducted amounts, including the liquidated damages that Party B should pay.

12.6 合同终止后，甲方对乙方完成的工作价值进行评估，暂停向乙方支付所有款项，并检查所有付款和扣除的金额，包括乙方应支付的违约金。

12.7 After the termination of the contract, Party affected by breach claims to Party in breach for the losses caused to Party due to the termination of the contract. After the parties to the contract confirm the above-mentioned balances, they will issue a final settlement certificate to settle all contractual payments.

12.7 合同终止后，受违约影响的一方向违约方索赔因合同终止而给该方造成的损失。合同双方确认上述余额后，将出具最终结算证明，结算所有合同款项。

12.8 If Party A and Party B fail to reach an agreement on the settlement after the termination of the contract and a dispute arises, the dispute shall be settled as agreed in the contract.

12.8 如果甲方和乙方在合同终止后未能达成和解协议，出现争议，应按合同约定解决争议。

Article 13 Solution to disputes and Applicable laws

条款十三 争议解决及适用法律

13.1 In case of dispute in the course of executing the Subcontract, the two parties shall consult each other in a friendly manner. In case of failure in the mutual consultation, any of the two parties can bring the case to in accordance with the arbitration regulations. The arbitration venue is the Chamber of Commerce and Industry of Serbia. The arbitration is final and binding for both parties. The arbitration cost shall be borne by the party who lost the case. During the arbitration, both parties shall respectively fulfil their obligations and responsibilities according to the Subcontract.

13.1 在执行分包合同的过程中，如果发生争议，双方应以友好的方式进行协商。如果相互协商失败，双方中的任何一方都可以根据仲裁条例将案件提交。仲裁地点为塞尔维亚工商会。仲裁是最终手段，对双方都有约束力。仲裁费用由败诉的一方承担。在仲裁期间，双方应根据分包合同分别履行其义务和责任。

13.2 The Serbia laws are applicable to establishment, effectiveness, explanation, execution, and resolution of dispute related to the Subcontract.

13.2 塞尔维亚法律适用于分包合同的建立、生效、解释、执行和争端的解决。

Article 14 Validity, Cancellation and Termination of the Subcontract

条款十四 分包合同的生效、解除和终止

14.1 The Subcontract takes effect from the date when the Subcontract is signed by authorized signatories of both parties, stamped with both corporate seals. This subcontract will be terminated on the completion of both parties' obligations and responsibilities fulfillment.

14.1 本分包合同自双方授权签字人签署分包合同并加盖双方公司印章之日起生效。本分包合同将在双方义务和责任履行完毕后终止。

14.2 The Subcontract shall be canceled or terminated under the following circumstances:

14.2 在下列情况下，分包合同应被取消或终止：

(1) The Subcontract becomes impossible to be executed due to force majeure;

(1) 分包合同因不可抗力而无法执行；

(2) The contract between the Employer and Party A in relation to the Subcontracted Works which are the subject of this Subcontract has been terminated, for reasons only can be attributed to Party B;

(2)仅由乙方导致的雇主与甲方之间关于本分包合同主体的分包工程的合同被终止；

(3) Both Parties agree to cancel the Subcontract.

(3) 双方同意取消分包合同。

In the event of the above mentioned 3 cases, the two parties shall consult each other for a solution.

如果出现上述三种情况，双方应协商解决。

Article 15 Notices

条款十五 通知

15.1 All notifications, requests, instructions, documents, and any other type of communication between the parties hereto shall be made in accordance with the contact details (contact person, suitable address/e-mail address, phone number), as follows:

15.1 所有的通知、请求、指示、文件以及本协议双方之间的任何其他类型的沟通都应按照以下的联系方式（联系人、合适的地址/电子邮件地址、电话号码）进行：

Party A's address for notice purposes:

甲方用于通知的地址：

Contact person: Liu Yuzhuang or Wang Yu

联系人：刘育壮或王宇

Address: Jurija Gagarina 20 z, apt. number 59, Novi Beograd, Serbia

地址：Jurija Gagarina 20 z, apt. number 59, Novi Beograd, Serbia

E-mail：240196167@qq.com(Liu Yuzhuang) or wangyu2211@crcebg.com(Wang Yu)

邮箱：240196167@qq.com（刘育壮）或 wangyu2211@crcebg.com（王宇）

Phone: +381668889600(Liu Yuzhuang) or +381668889595(Wang Yu)

联系电话： +381668889600（刘育壮）或+381668889595（王宇）

Party B's address for notice purposes:

乙方用于通知的地址：

Contact person: Duško Gačević

联系人：Duško Gačević

Address: Ikarbus 3 Nova 19, 11080 Belgrade, Serbia

地址：Ikarbus 3 Nova 19, 11080 Belgrade, Serbia

E-mail: dusko.gacevic@kodar.rs

邮箱：dusko.gacevic@kodar.rs

Phone: +381648252240

联系电话：+381648252240

15.2 All notifications, requests, instructions, documents, and any other type of communication between the parties hereto shall be made in writing, except short notices and other communication not connected with the fulfillment of essential obligations from this Contract, including, but not limited to scheduling meetings between the parties.

15.2 本合同双方的所有通知、要求、指示、文件和任何其他类型的沟通都应以书面形式进行，但与履行本合同的基本义务无关的简短通知和其他沟通除外，包括但不限于双方之间的会议安排。

15.3 It shall be deemed that the notification and any other type of communication has been delivered to the other Party:

15.3 应被视为通知和任何其他类型的通信已传达另一方的情况：

(a) in case of delivery by registered mail or courier, in the moment of singing the delivery receipt; or

(a) 如果通过挂号信或邮寄发送，在签署收据后；或

(b) in case of sending by e-mail, in the moment when the subject e-mail message appears in the inbox of the e-mail recipient.

(b) 如果通过电子邮件发送，当主题电子邮件信息出现在电子邮件收件人的收件箱时。

15.4 In case the receipt of the notification in the manner referred to in the previous paragraph occurs after 05.00pm during a business day (Monday-Friday), bearing in mind the time zone applicable in the Republic of Serbia, or on the day considered as non-business day in accordance with the regulations applicable in the Republic of Serbia, it shall be deemed to be received on the first next business day at 09.00am.

15.4 如果在工作日（周一至周五）下午 5 点之后收到前段所述的通知，考虑到塞尔维亚共和国适用的时区，或者根据塞尔维亚共和国适用的规定被视为非工作天，则应被视为在下一个工作天上午 9 点收到。

15.5 In case of change of contact details referred to in the paragraph 15.1, the party whose contact details have been changed is obliged to inform the other party regarding such change the next business day the latest.

15.5 如果第 15.1 段中提到的联系方式发生修改，修改联系方式的一方有义务最迟在下一个工作日将新联系方式通知对方。

Article 16 Language

条款十六 语言

16.1 All Subcontract Documents, all correspondence, and communications to be given, and all other

documentation to be prepared and supplied under the Subcontract shall be written in English and Serbian, and the Subcontract shall be construed and interpreted in accordance with English.

16.1 所有分包合同文件、所有信函和将要发出的通信以及根据分包合同准备和提供的所有其他文件均应以英语和塞尔维亚语书写，分包合同应按英语解释和说明。

16.2 If any of the Subcontract Documents, correspondence or communications are prepared in any language other than the governing language under paragraph 16.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

16.2 如果任何分包合同文件、信函或通知是以上述第 16.1 段规定的语言以外的任何语言编写的，在解释问题上应以这些文件、信函或通讯的英文译本为准。

16.3 This Subcontract is written in both Chinese and English. In the event that there is any inconsistency between the Chinese and English versions of this Subcontract, the English version shall prevail.

16.3 本分包合同以中文和英文书写。如果本分包合同的中文和英文有任何不一致，应以英文版本为准。

Article 17 Confidential Information

条款十七 信息保密

17.1 The Party A and the Party B shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Subcontract regardless of whether such information has been furnished prior to, during or following termination of the Subcontract.

17.1 甲方和乙方应保密，未经本合同另一方书面同意，不得向任何第三方泄露本合同另一方直接或间接提供的与分包合同有关的任何文件、数据或其他信息，无论在分包合同终止之前、期间还是之后。

17.2 The Subcontract is confidential to any third party. Without consent in writing by Party A, Party B should not disclose the design documents or shop drawing to any third party. Without Party A's consent in writing, Party B should not disclose any documents or materials related to the Subcontract to any third party or use it for any other purpose other than the subcontracted works.

17.2 本分包合同对任何第三方都是保密的。未经甲方书面同意，乙方不得向任何第三方披露设计文件或施工图。未经甲方书面同意，乙方不得向任何第三方披露与分包合同有关的任何文件或材料，或用于分包工程以外的任何其他目的。

17.3 The Party A shall not use such as documents, data and other information received from the Party B for any purpose other than the fulfillment of obligations referred to in this contract. Similarly, the Party B shall not use such as documents, data and other information received from the Party A for any purpose other than the execution of works under this contract or such other work and services as are required for the performance of the Subcontract.

17.3 甲方不得将从乙方收到的文件、资料和其他信息用于履行本合同所述义务以外的任何目的。同样，乙方也不得将从甲方收到的文件、资料和其他信息用于执行本合同规定的工程或履行分包合同所

需的其他工作和服务以外的任何目的。

17.4 The obligation of a party under paragraph 17.1 and 17.2 and 17.3 above, however, shall not apply to that information which:

17.4 然而，上述第 17.1、17.2 和 17.3 段规定的义务不应适用于以下信息：

(a) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; or

(a) 可以证明该方在披露时已经拥有，并且以前没有直接或间接从本协议另一方获得；或

(b) otherwise lawfully becomes available to that party from a third party.

(b) 该方以其他方式从第三方合法获得。

17.5 The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Subcontract in respect of the execution of works thereof.

17.5 上述规定不得以任何方式修改本合同任何一方在分包合同日期之前就其工程的执行所作的任何保密承诺。

17.6 The provisions of this Article 17 shall survive from the termination of the Subcontract, for whatever reason.

17.6 无论何种原因，本条规定在分包合同终止后仍然有效。

Article 18 Agreement on implementation and application of the prescribed safety measures

条款十八 关于实施和适用规定的安全措施的协议

18.1 During execution of the contractual obligations and during stay at the construction site, the Party B shall fully comply with all safety and health- protection rules, pursuant to the Law on Safety and Health at Work I (Official Gazette of the Republic of Serbia No. 35/2023) or then current applicable version.

18.1 根据《第一工作安全与健康法》（塞尔维亚共和国第 35/2023 号政府公报）或当时适用的相关文件，在履行合同义务期间和在施工现场逗留期间，乙方应完全遵守所有安全和健康保护法规。

18.2 The Parties shall coordinate activities, relating to reduction and mitigation of risks I for personal injury of the employees, and shall inform each other, and their employees, on risks and measures for their reduction and removal.

18.2 双方应协调与减少和降低雇员人身伤害风险有关的活动，并应告知对方及其雇员相关风险以及减少和消除风险的措施。

The Party B shall provide insurance for his engineers and workers engaged on Site (the accident and emergency sickness insurance must be provided). And should submit the list and ID No, of his engineers and workers to General Party A for recording (General Party A shall be notified of any changes and updates to this list in timely manner), In case of loss by accident within the scope of Subcontracted Works executed by Party B, Party B shall assist Party A in claiming on insurance.

乙方应为其在工地工作的工程师和工人提供保险（必须提供意外和紧急疾病保险）。并应将其工程师和工人的名单和身份证号码提交给总甲方备案（该名单如有变动和更新，应及时通知总甲方），如在乙方执行的分包工程范围内发生意外损失，乙方应协助甲方进行保险索赔。

18.3 Coordination for implementation of the measures for ensuring safety and health of employees, shall be performed by a representative delegated by the Party B (pursuant to the Art. 24 of the Law on Safety and Health at Work).

18.3 确保雇员安全和健康的措施的实施，应由乙方委托的代表进行协调（根据《工作安全和健康法》第 24 条）。

18.4 The Party B undertakes to provide the measures of personnel protection for his employees on the stated Subcontract Works and according to the requirements of safety company employed by Party A.

18.4 乙方承诺在所述分包工程中，根据甲方聘用的安全公司的要求，为其员工提供人员保护措施。

18.5 The Party B shall be solely and exclusively liable for each damage, or accident, sustained by his employees or third parties (including damage to their property), which arise out of execution of the Party B' s contractual obligations or his conduct (including its omissions). The Party B, his employees or third parties, shall not have, or raise, any demands, or claims, against the Party A on these grounds unless such damage could be attributed to Party A negligence or willful misconduct.

18.5 乙方应对其雇员或第三方因履行合同义务或其行为（包括不作为）而遭受的每项损害或事故（包括其财产的损害）负全责。乙方、其雇员或第三方不得以这些理由对甲方提出任何要求或索赔。但由甲方的疏忽或蓄意不当行为导致的情况除外。

18.6 The Parties agree that Article 18 of this Contract, shall be deemed the Agreement on implementation and application of statutory measures for safety and health protection of persons engaged at the site, by the Parties, regardless of whether such persons are engaged as employees or otherwise.

18.6 双方同意，本合同第 18 条应被视为双方关于执行和使用法定措施以保护现场人员安全和健康的协议，无论这些人员是雇员还是其他身份。

18.7 The Party B shall fully comply with the regulations concerning environmental protection as well as with the rules and procedures concerning conduct at the Site.

18.7 乙方应完全遵守有关环境保护的规定，以及有关现场行为的规则和程序。

18.8 In terms of safety at work, the Party B shall:

18.8 在工作安全方面，乙方应：

- notify the relevant authority as to commencement of the Subcontract Works;
- prepare the act on the implementation of the protective measures at work;
- train his personnel for the safe work;
- determine physical/psychological capability of his personnel before allocation to work positions with special working conditions;
- fully execute instructions of the coordinator for the works in accordance with the provisions of Article. 6 and 13 of the Regulation on safety and health at work at temporary or mobile construction sites (Official Gazette of the Republic of Serbia 14/2009, 95/2010, 98/2018 and 35/2023 – other law);
- instruments, manual or mechanical have to be technically in order, during the process of execution of the

Subcontract Works. Instruments, which are subject to periodical examination, must have a valid professional certificate at the moment of execution of the Subcontract Works.

- 通知有关当局开始分包工程的事宜；
- 编写关于在工作中实施保护措施的方案；
- 对其人员进行安全施工的培训；
- 在将人员分配到有特殊工作条件的工作岗位前，确定其人员的身体/心理能力；
- 根据《临时或移动建筑工地工作安全与健康条例》第 6 条和第 13 条（塞尔维亚共和国政府公报，2009 年第 14 号、2010 年第 95 号、2018 年第 98 号，2023 年第 35 号及其他法律），完全执行工程协调人的指示；
- 在执行分包工程的过程中，手动或机械仪器必须在技术上保持正常。需要定期检查的仪器，在执行分包工程时必须有有效的专业证书。

Article 19 OTHER PROVISIONS

条款十九 其他条款

19.1 The Party B shall not, without the express prior written consent of the Party A, assign to any third party the Subcontract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder.

19.1 未经甲方事先明确书面同意，乙方不得向任何第三方转让分包合同或其任何部分，或其中的任何权利、利益、义务或利益。

19.2 Party B knows that Party A's acceptance of Party B as a subcontractor of this project must be approved by the Employer. In the event that Employer does not approve Party B as the Sub-Contractor for the works for whatsoever reasons, this Contract shall be null and void and both parties agree not to have any kind of claims on whatsoever grounds against each other.

19.2 乙方确认，甲方接受乙方作为本工程的分包商，必须经雇主批准。如果雇主以任何理由不批准乙方作为工程分包商，则本合同无效，双方同意不以任何理由向对方提出任何形式的索赔。

19.3 For matters not covered herein, the Parties may enter into an appendix or supplementary agreement, which shall have the same legal effect as the Contract.

19.3 对于本合同未涉及的事项，双方可签订附录或补充协议，该协议应与本合同具有同等法律效力。

19.4 The appendix is an integral part of the Contract and has the same legal effect as the Contract.

19.4 合同附录是合同的组成部分，与合同具有同等的法律效力。

19.5 This contract is made in six counterparts, with four held by party A and two held by party B.

19.5 本合同一式六份，其中甲方执四份，乙方执两份。

(This page is for signature only, and there is no content.)

(本页为签字页，无正文)

Signed by:

由以下双方签署：

For and on behalf of Party A:

甲方：

CHINA RAILWAY CONSTRUCTION ELECTRIFICATION BUREAU GROUP CO. Ltd. SERBIA OGRANAK BEOGRAD

legal representative, CRCEBG

中国铁建电气化局集团有限公司塞尔维亚分公司法人代表

For and on behalf of Party B:

乙方：

Kodar Energomontaza d.o.o. BEOGRAD

legal representative, Kodar Energomontaza d.o.o. Beograd (Zemun)

Kodar Energomontaza d.o.o. Beograd (Zemun)法人代表

Attachment

Споразум о поштовању принципа добре вере

Обе стране се слажу да овај споразум представља важан део уговора склопљеног између њих и обе стране су спремне да га се придржавају

1). Дефиниција државних службеника

Израз "државни службеници" у овом споразуму укључује, али се не ограничава на, следећа лица других јединица:

(а) Службеници, запослени, представници владе и лица која делују у име владе или их овлашћују јавни органи.

(б) Службеници, запослени и представници међународних организација.

(ц) Службеници, запослени, представници или краљевски чланови политичких организација који врше јавне дужности.

(д) Службеник у јавном предузећу чија влада директно или индиректно контролише или врши пресудан утицај.

2) Усклађеност са законима против корупције

Страна Б овиме изјављује, гарантује и обећава да ће све придружене компаније, подружнице, чланови одбора, виши руководиоци, запослени,

Good Faith compliance Agreement

Both parties agree that this Agreement constitutes an important part of the contract concluded between them and both parties are willing to abide by it

1). Definition of civil servants

The term "civil servants" in this Agreement shall include, but not be limited to, the following persons of other units:

(a) Officials, employees, representatives of government and persons acting on behalf of the Government or authorized by public authorities.

(b) Officials, employees and representatives of international organizations.

(c) Officials, employees, representatives, or royal members of political organizations who exercise public duties.

(d) An official in a public enterprise whose government directly or indirectly controls or exerts decisive influence.

2) Compliance with anti-corruption laws

Party B hereby declares, guarantees and promises that all affiliates, subsidiaries, board members, senior managers, employees, agents, consultants,

诚信合规协议

双方同意，本协议构成双方之间订立的合同的重要组成部分，双方愿共同遵守。

一、公务人员的定义

本协议中的“公务人员”应包括但不限于其他单位的下列人员：

（一）政府的官员、雇员、代表以及代表政府或者经公共权力授权行事的人士。

（二）国际组织的官员、雇员和代表。

（三）行使公共权力的政治组织的官员、雇员、代表，或皇室成员。

（四）政府直接或间接控制或施加决定性影响力的公共企业的官员。

二、遵守反腐败法律

乙方在此声明、保证及承诺，与本协议项下进行的活动或交易相关的乙方及乙方的关联公司、子公司、董事、高级管理人员、雇员、代理、顾

агенти, консултанти, уговарачи, повереници, крајњи корисници и акционари стране Б и саме стране Б које обављају активности и пословне послове према овом споразуму. , као и сви појединци и повезане странке који делују директно или индиректно у име стране Б, у прошлости нису и неће кршити нити узроковати да страна А крши „Кривични закон Народне Републике Кине“, „Уједињене нације-Конвенција против корупције “, Конвенција ОЕЦД-а о борби против подмићивања страних јавних службеника у међународним пословним трансакцијама“, као и закони, прописи и правила против корупције, борбе против превара, завере и поштене конкуренције (заједнички„ анти-корупција “, закони о корупцији) земаља у којима се предузеће налази. Страна Б овиме изјављује, гарантује и обећава да ће: сви придружени чланови, чланови одбора, виши менаџери, запослени, агенти, консултанти, уговарачи, повереници, крајњи корисници и акционари стране Б и саме стране Б, као и сви појединци и повезана лица поступати у име Стране Б раније и неће спроводити следеће радње:

contractors, trustees, ultimate beneficiaries and shareholders of Party B and Party B itself that conduct activities and business deals under this agreement, as well as all individuals and related parties acting directly or indirectly on behalf of Party B, had not in the past and will not violate or cause Party A to violate the “Criminal Law of the People's Republic of China”, the “United Nations Convention against Corruption”, the ” OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions”, as well as anti-corruption, anti-fraud, anti-conspiracy and fair competition laws, regulations and rules (collectively, "anti-corruption laws") of the countries in which business is located. Party B hereby declares, guarantees and promises that: all affiliates, board members, senior managers, employees, agents, consultants, contractors, trustees, ultimate beneficiaries and shareholders of Party B and Party B itself, as well as all individuals and related parties that act on behalf of Party B had not in the past and will not conduct the following acts:

问、承包商、受托人、最终受益人和股东，及所有直接或间接代表乙方行事的个人及相关方，过去未曾、将来亦不会违反，或致使甲方违反《中华人民共和国刑法》、《联合国反腐败公约》、《经济合作与发展组织关于打击国际商业交易中行贿外国公职人员行为的公约》，及业务所在国的反腐败、反欺诈、反串谋及公平竞争法律、法规及规则等（合称“反腐败法律”）。乙方特此声明、保证及承诺：乙方及乙方关联公司、董事、高级管理人员、雇员、代理、顾问、承包商、受托人、最终受益人和股东，及所有代表乙方行事的个人及相关方，过去未曾、将来亦不会发生以下行为：

(а) Дати или обећати да ће дати било какву корист јавном службенику, појединцу или ентитету у сврху:

1. Неправилно утицање на понашање или одлуку јавног службеника;

2. Навођење државног службеника да крши своје статутарне дужности, понашајући се тако или не;

3. Индукујте јавног службеника директно својим личним утицајем или утицајем да домаћа или страна влада или владина одељења утичу на акте или одлуке те владе или владиних одељења;

4. Помагање страни Б, страни А или странама повезаним са страном А да непрописно стекну или одрже пословне могућности или их учине непрописно корисним.

(Б) Обезбедити или обећати да ће пружити било какву личну корист у следеће сврхе, без обзира на то да ли је ова особа јавни службеник или не:

1. Намерно присиљавање појединца да неправилно извршава своје дужности или обавезе;

2. Знање или веровање да прихватање бенефиције од стране појединца представља неправилно извршавање његових дужности или обавеза.

(a) Give or promise to give any benefit to a public servant, an individual or an entity for the purpose of:

1. Improperly affecting the conduct or decision of a public servant;

2. Induce a civil servant to violate its statutory duties thereby act as or not act as;

3. Induce a public servant directly through his personal influence, or influence that on domestic or foreign government or government departments make an influence on acts or decisions of that government or government departments;

4. Help Party B, Party A or parties related to Party A to improperly acquire or maintain business opportunities or make them improperly advantageous.

(b) Provide or promise to provide any personal benefit for the following purpose, no matter this person is or not a public servant:

1. Intentionally make the individual improperly exercise his duties or obligations;

2. Know or believe that the individual's acceptance of the benefit constitutes an improper performance of his duties or obligations.

（一）为如下目的给予或承诺给予公务人员、个人或实体任何利益：

1.不当影响公务人员的行为或决定；

2.诱使公务人员违反其法定职责从而作为或不作为；

3.诱使公务人员直接通过其个人影响力，或通过其对国内外政府或政府部门的影响力，影响该政府或政府部门的行为或决定；

4.协助乙方、甲方或甲方关联方不当获得或保持商业机会或使其获得不当优势。

（二）为如下目的给予或承诺给予个人任何利益，无论其是否为公务人员：

1.意图使该个人不当履行其应尽的职责或义务；

2.知悉或相信该个人接受利益即构成不当履行其应尽的职责或义务。

3) Континуирана обавеза

Страна Б овиме изјављује и гарантује да ће: сви придружени чланови, чланови одбора, виши менаџери, запослени, агенти, консултанти, уговарачи, повериоци, крајњи корисници и акционари стране Б и саме стране Б, као и сва лица и повезана лица која делују на у име Стране Б, током трајања овог споразума поштовати релевантне одредбе антикорупцијских закона.

4) Учешће државних службеника

Осим ситуација које су се већ откриле страни А, постојећи виши руководиоци стране Б, чланови одбора, крајњи корисници, акционари (не укључујући акционаре наведених компанија) и запослени нису јавни службеници као ни чланови њихове уже породице; ако Страна Б утврди да је неко од горе поменутих виших руководилаца, чланова одбора, крајњих корисника, акционара или запослених постао државни службеник, Страна Б обавестиће Страну А у разумном року.

5) Неприватни фондови

Током трајања овог споразума, Страна Б неће, јер прима ограничења у погледу плаћања у вези са антикорупцијским законима или другим начинима који олакшавају спровођење

3) Continuous obligation

Party B hereby declares and guarantees that: all affiliates, board members, senior managers, employees, agents, consultants, contractors, trustees, ultimate beneficiaries and shareholders of Party B and Party B itself, as well as all individuals and related parties that act on behalf of Party B, during the term of this agreement will obey relevant provisions of anti-corruption laws.

4) Participation of civil servants

Except the situations that already revealed to Party A, Party B's existing senior managers, board members, ultimate beneficiaries, shareholders (not including shareholders of listed companies) and employees are not civil servants as well as their immediate family members; if Party B finds that anyone of above mentioned senior managers, board members, ultimate beneficiaries, shareholders or employees becomes a civil servant, Party B shall notify Party A within a reasonable time.

5) Non-private funds

During the term of this agreement, Party B shall not, because it receives restrictions in payment regarding anti-corruption laws or other manners that facilitate the conduction of anti-corruption laws, establish or

三、持续义务

乙方在此声明并保证：乙方和乙方的关联公司、董事、高级管理人员、雇员、代理、顾问、承包商、受托人、最终受益人和股东，及所有代表乙方行事的个人及相关方，在本协议有效期内均会遵守反腐败法律的相关规定。

四、公务人员参与

除已向甲方披露的情形外，乙方现有的高级管理人员、董事、最终受益人、股东（此处不包括上市公司的股东）及雇员均非公务人员，其直系亲属亦均非公务人员；若发现上述高级管理人员、董事、最终受益人、股东或员工成为公务人员时，乙方应在合理时间内通知甲方。

五、无私设资金

在本协议有效期内，乙方不会因为接受反腐败法律所禁止的支付，或为便利反腐败法律所禁止的其他行为，而设立或保有秘密或账外资金、账户或资产，无论其是否与本协议拟进行的交易

антикорупцијских закона, успостављати или одржавати тајне или одговорне фондове, рачуне или имовину, било да није релевантно за трансакције које се спроводе према овом споразуму.

6) Изјава о усклађености

Почев од датума потписивања овог споразума, Страна Б ће сваке године доставити свој годишњи сертификат о усаглашености са законским прописима за борбу против корупције у року од 30 дана пре истека годину дана.

7) Компензација

Страна Б обећава да: Страна А и њени представници, виши руководиоци, чланови одбора, запослени и акционари неће бити одговорни за било какав губитак или последице које произилазе из кршења Страна Б изјава, гаранција и обавеза према овом Анексу, укључујући, али не и ограничено на новчане казне и компензацију за губитак или економски губитак горе поменутих појединаца или заинтересованих страна.

8) Право на раскид уговора

Ако Страна А верује, ослањајући се на поуздане изворе, укључујући, али не ограничавајући се на

maintain secret or accountable funds, accounts or assets, whether or not relevant to the transactions that are carried out under this agreement.

6) Compliance statement

Starting from the date that this agreement is signed, Party B shall provide its Annual Compliance Certificate for compliance with anti-corruption laws each year within 30 days before one-year period is expired.

7) Compensation

Party B promise that: Party A and its representatives, senior managers, board members, employees and shareholders shall not be liable for any loss or consequences arising from Party B's breach of anti-corruption statements, assurances and commitments under this Annex, including but not limited to fines and compensation for loss, or economic loss of the above-mentioned individuals or interested parties.

8) Termination right

If Party A believes, relying on reliable sources, including but not limited to Party B employees and

相关。

六、合规声明

本协议签署后，乙方应提供其遵守反腐败法律的年度合规证明。

七、赔偿

乙方承诺：甲方及其代表、高级管理人员、董事、员工及股东不承担因乙方违反本附件项下反腐败陈述、保证与承诺而造成的损失及后果，包括但不限于罚金、损失赔偿金或上述个人或相关方的经济损失。

八、终止权

根据可靠消息来源，包括但不限于乙方陈述或有正当来源的新闻报道，如甲方认为乙方已实

запослене у Страни Б и акционаре, извор новинских извештаја, да је Страна Б у значајној мери прекршила своје изјаве, уверавања и обавезе у вези са поштовањем закона о борби против корупције према овом Анексу, сматраће се битном повредом овог споразума. (И) Страна А имаће право да раскине овај споразум без обзира што је Страна Б осуђена или на неки други начин кажњена због кршења закона о борби против корупције и неће бити одговорна за било какву новчану казну или исплату накнаде Страни Б за раскид.

shareholders source of news reports, that Party B has substantially violated its statements, assurances and commitments regarding compliance with anti-corruption laws under this Annex, it will be considered as a substantial breach of this agreement. (And) Party A shall be entitled to terminate this agreement regardless Party B is convicted or otherwise punished for violating anti-corruption laws and shall not be liable for any fine or payment of compensation to Party B for termination.

质性违反其在本附件中的遵守反腐败法律的相关陈述、保证与承诺，则视为乙方实质违反本协议。无论乙方是否因为违反反腐败法律而获罪或受到其他惩罚，甲方都有权终止本协议，且无须为此承担罚金或对乙方支付赔偿。

9) Ревизија у праву

Страна Б ће задржати сву потребну евиденцију да докаже да је у складу са овим Анексом. Страна Б се слаже да Страна А или служба за ревизију коју је одредила Страна А могу, након што је Страна А унапред обавестила Странку Б, извршити инспекцију или ревизију књиговодствених књига и евиденција у вези са спровођењем овог споразума. Инспекција или ревизија књиговодствених књига и евиденција коју је обавила Страна А и служба за ревизију коју је одредила Страна А биће строго ограничена на обим посла описан у овом споразуму и биће само у сврху ревизије усклађености. Накнаде за

9) Audit right

Party B shall retain all necessary records to prove its compliance with this Annex. Party B agrees that Party A or an audit office designated by Party A may, after Party A notified Party B in advance, inspect or audit the accounting books and records relating to the implementation of this agreement. The inspection or audit of the accounting books and records carried out by Party A and the audit office designated by Party A, shall be strictly limited to the scope of work described in this agreement and shall be for the purpose of revision of Compliance only. The audit fees listed in this Article shall be borne by Party A oneself.

九、审核权

乙方应保留所有必要记录以证明其遵守本附件规定。乙方同意，经甲方事先通知，甲方或甲方指派的审计事务所可查阅或审核乙方与本协议履行相关的会计账簿和记录。甲方及其指派的审计事务所对前述会计账簿和记录的查阅或审核应严格限于本协议所述工作范围，且应仅为合规审核目的。本条所列审核费用应由甲方独立承担。

ревизију наведене у овом члану сноси сама Страна А.

10) Трошкови

Све трошкове и трошкове настале за Страну Б због испуњавања Услова усклађености са стандардима заштите сноси у потпуности Страна Б, осим ако се Страна А унапред не договори да их сноси.

11) Обавештење о истрази

Страна Б пристаје да одмах обавести страну А ако утврди да је њено понашање у вези са овим споразумом предмет истраге органа за спровођење закона или регулаторних органа, државних органа, међународних организација, берзе или невладиних организација; Поред тога, ако Страну Б истражују органи за спровођење закона или регулаторни органи, владина тела, међународне организације, берзе или невладине организације, без обзира на то да ли је акт (Стране Б) који је предмет истраге повезан са овим споразумом или не, треба одмах обавестити страну А.

10) Costs

All costs and expenses incurred to Party B due to fulfilling of the Terms of compliance with protection standards shall be borne entirely by Party B, unless Party A agrees in advance to bear (them).

11) Notice on investigation

Party B agrees to immediately notify Party A if it finds its conduct related to this agreement is the subject of an investigation by law-enforcement or regulatory authorities, government bodies, international organizations, stock exchange or non-governmental organizations; In addition, if Party B is being investigated by law enforcement or regulatory authorities, government bodies, international organizations, stock exchange or non-governmental organizations, regardless the act (of Party B) which is subject to the investigation is related to this agreement or not, should immediately notify Party A.

十、费用

乙方履行本合规保护标准条款项下义务所产生的成本及费用应完全由乙方承担，甲方事先同意承担的除外。

十一、调查通知

乙方同意，如其发现其因与协议同相关的行为正被执法或监管机关、政府机构、国际组织、证券交易所或非政府组织调查，应立即通知甲方；此外，如乙方发现其因违反反腐败法律而正被执法或监管机关、政府机构、国际组织、证券交易所或非政府组织调查，无论被调查行为是否与本协议相关，应立即通知甲方。

Е-адреса саветодавног извештаја:

Advisory report e-mail:

咨询举报邮箱： integritycompliance@crcc.cn

integritycompliance@crcc.cn

integritycompliance@crcc.cn

Party A: (seal)

CHINA RAILWAY CONSTRUCTION ELECTRIFICATION BUREAU GROUP CO. Ltd SERBIA OGRANAK BEOGRAD

Legal representative
Or entrusted agent:

Party B: (seal)

Elgar Energomontaža d.o.o. BEOGRAD

Legal representative
Or entrusted agent: